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Services Company, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

LEHMAN BROTHERS HOLDINGS INC.,
et al.

Debtors.

Chapter 11

Case No. 08-13555 (JMP)
(Jointly Administered)

**DECLARATION OF EUGENE J. CHIKOWSKI
IN SUPPORT OF THE RESPONSE OF AMERICAN EXPRESS
TRAVEL RELATED SERVICES COMPANY, INC. TO THE MOTION
OF BARCLAYS CAPITAL, INC. FOR RELIEF CONCERNING AN
AMERICAN EXPRESS CONTRACT ERRONEOUSLY POSTED
WITH THE CLOSING DATE CONTRACTS**

Eugene J. Chikowski, Esq., a shareholder of the law firm Flaster/Greenberg, P.C.
("Flaster Greenberg") and counsel to American Express Travel Related Services Company, Inc.
("AmEx") in the above captioned case, with offices located at 1628 John F. Kennedy Boulevard,
Philadelphia, Pennsylvania, declares as follows:

1. AmEx retained Flaster Greenberg as counsel in the bankruptcy case of Lehman Brothers Holdings, Inc. ("Debtor") with respect to the Debtor's assumption of two AmEx contracts (the "AmEx Corporate Services Contract" and the "AmEx Travel Contract") and the contemporaneous assignment of those contracts to Barclays Capital, Inc. ("Barclays").

2. Unless indicated otherwise, the statements made in this declaration are from my own personal knowledge, information and belief.

3. The Debtor filed a motion to approve, *inter alia*, the sale of certain assets to Barclays and the assumption and assignment of certain contracts to Barclays ("Sale Motion"). The Bankruptcy Court entered an order approving the relief requested in the Sale Motion on September 20, 2008 ("Sale Order").

4. Prior to the hearing on the Sale Motion, the Debtors' two contracts with AmEx were identified as "Closing Date Contracts" on the list ("Closing Date Contracts List") posted by the Debtors' claims agent on <http://chapter11.epiqsystems.com/Lehman> ("Lehman Website"). The Closing Date Contracts List contained proposed cure amounts for each contract. A true and correct copy of the Closing Date Contracts List is attached as Exhibit A.

5. Based on the direction in the Sale Order that consenting non-Debtor parties on the Closing Date Contracts List should provide notice of such consent in writing, I sent a letter on September 22, 2008 to Debtor's counsel, with courtesy copies to Barclays' counsel stating that AmEx consented to the proposed cure with respect to the AmEx Corporate Services Contract appearing on the Closing Date Contracts List ("First Consent Letter"). A true and correct copy of the First Consent Letter is attached as Exhibit B.

6. On September 23, 2008, I received an e-mail response to the First Consent Letter from Mr. Shai Waisman, Debtor's counsel, directing me to follow certain consent procedures

that were posted on the Lehman Website in the interim ("Internet Procedures"). A true and correct copy of the response from Debtor's counsel is attached as Exhibit C.

7. The Internet Procedures directed consenting parties to send a "Consent Form" via facsimile or overnight carrier to Barclays' counsel using a specific address/facsimile number. Although the Internet Procedures reference the "Consent Form" as being attached, such form was not actually attached to the Internet Procedures until September 26, 2008.

8. Based on Mr. Waisman's directions on September 23, 2008 to follow the Internet Procedures in order to consent to the proposed cure, I sent a second letter consenting to the proposed cure for the AmEx Corporate Services Contract on September 26, 2008 using the address and facsimile number posted on the Internet Procedures ("Second Consent Letter"). A true and correct copy of the Second Consent Letter is attached as Exhibit D.

9. Although the First Consent Letter was sufficient notice under the Sale Order to consent to the proposed cure, I nevertheless sent the Second Consent Letter to insure that my client was in technical compliance with the Internet Procedures as fully as possible and to protect my client's right to prompt payment of the appropriate cure.

10. While the Second Consent Letter was in the process of being drafted and approved by my client, the Internet Procedures were updated on the Lehman Website without notice to the parties in interest and not in conjunction with any order of the Bankruptcy Court. The revisions to the Internet Procedures included the addition of a "Consent Form" that the Internet Procedures required all consenting parties to use. Prior to the revisions, the "Consent Form" was referenced in the Internet Procedures, but not attached.

11. Once I became aware that the Internet Procedures had been updated and the "Consent Form" was posted on the Lehman Website, I transmitted a completed Consent Form

pursuant to the Internet Procedures (“AmEx Consent Form”). Again although the Second Consent Letter was sufficient notice under the Sale Order and the Internet Procedures to consent to the proposed cure, I nevertheless sent the AmEx Consent Form to insure that my client was in technical compliance with the Internet Procedures and to protect my client’s right to prompt payment of the appropriate cure. A true and correct copy of the AmEx Consent Form is attached as Exhibit E.

12. During the time I was transmitting the various cure consents, I was also interacting via e-mail and telephone with Ms. Lindsee Granfield, Esq., who is one of Barclays’ counsel in the above-captioned case, on multiple occasions between September 23 and 25, 2008. Our interactions involved the disagreement between AmEx and Barclays regarding the appropriate cure payment and our efforts to resolve that dispute. Ms. Granfield did not mention or imply at any point during those interactions that the assumption and assignment of the AmEx Corporate Services Contract was in any way a mistake. Our interactions centered on the appropriate cure amount for that contract.

13. Also during the time I was transmitting the various cure consents, I received a telephone call from Mr. Bryan Alter, in-house counsel for Barclays late in the afternoon of September 25, 2008. Mr. Alter explained that he was assisting Ms. Granfield with regard to the AmEx Corporate Services Contract. He said he wanted AmEx to know Barclays was working on the issue. We exchanged contact information via email and he said that he would be in touch with me in regards to AmEx. Mr. Alter did not mention that the assumption and assignment of the contract was in any way a mistake.

14. After I had sent the Second Consent Letter and transmitted the Consent Form, I received a response from Ms. Granfield via electronic mail ("First Granfield E-Mail Response") on September 29, 2008. The First Granfield E-Mail Response reads:

Gene:

I am sorry to bother you, but I am concerned that you and Amex did not understand what I told you the business day after you sent your original letter to Harvey Miller re Amex's contract. As I told you then, listing the Amex contract with a cure amount of \$18million [sic] was a mistake. Therefore, Barclays cannot accept a cure form notice from Amex that trys [sic] to accept the amount that I told you prior to such attempted acceptance was a mistake. The business folks have got to talk and try to reach an agreed upon resolution. My understanding is that there has already been some contact. This is not meant to raise hackles at Amex, but the clients need to seek to resolve the issue.

First Granfield E-Mail Response, (emphasis added). A true and correct copy of the September 29, 2008 e-mail exchange among Ms. Granfield, Mr. Waisman and myself is attached as Exhibit F.

15. Based on the prior communications between Ms. Granfield and myself, and consistent with the language emphasized in the block quote above, I understood Ms. Granfield's position to be: (i) she had previously informed me that the \$18 million proposed cure amount was a "mistake" according to Barclays, and (ii) that she took exception to my filing of consents to the full proposed cure amount.

16. Nothing in Ms. Granfield's response indicated to me that Barclays believed the assumption and assignment of the AmEx Corporate Services Contract was in any way a mistake. I interpreted Ms. Granfield's response to indicate that Barclays believed there was a dispute between the parties about the appropriate cure amount and that Barclays took exception to AmEx filing consents to the full cure amount with knowledge that the parties were in disagreement over such amount. Ms. Granfield said she wanted business people at our respective clients to work

out a resolution and that she did not want any of the lawyers taking formal action in the bankruptcy case while the direct client-to-client communications were on-going. In fact, the First Granfield E-Mail Response stated that the “business folks have got to talk” and “there has already been some contact” and “the clients need to seek to resolve the issue,” which is consistent with the previous communications among the parties.

17. My transmission of the Second Consent Letter and the AmEx Consent Form was not intended to provoke Ms. Granfield or Barclays in any way. I transmitted the First Consent Letter, the Second Consent Letter and the AmEx Consent Form to remain in technical compliance with the Sale Order and the Internet Procedures, which had been modified without notice over the course of the week.

18. Additionally, since the amount of the proposed cure approximated AmEx’s calculation of the amount outstanding under the AmEx Corporate Services Contract at the time and since the contract was a single integrated agreement, AmEx is entitled to payment of the entire proposed cure, notwithstanding Barclays’ protestations that it was only responsible for curing a subset of the Debtor’s obligations under the contract. I, therefore, transmitted the three consents to preserve and protect my client’s rights while the parties worked to resolve their dispute over the appropriate cure amount.

19. Based on Barclays’ continued unwillingness to pay the proposed cure amount for the AmEx Corporate Services Contract, I forwarded the First Granfield E-Mail Response to Mr. Waisman (with a courtesy copy to Ms. Granfield) and inquired as to whether the Debtor would make up any shortfall between what Barclays would potentially pay and the proposed cure. See Exhibit F.

20. Ms. Granfield promptly replied again ("Second Granfield E-Mail Response"). See Exhibit F. I understood the Second Granfield E-Mail Response merely reiterated the points she made in the First Granfield E-Mail Response. Once again, Ms. Granfield referenced "decisions out of Barclays and/or discussion going between the business people." Nothing in the First Granfield E-Mail Response or the Second Granfield E-Mail Response stated that Barclays believed the assumption and assignment of the AmEx Corporate Services Contract was in any way a mistake. The only expressed dispute raised by Barclays remained the appropriate amount of the required cure.

21. After all the cure consents had been transmitted, I received a telephone call from Mr. Jason White, one of Barclays' in-house counsel, during the evening of October 1, 2008 informing me that Barclays intended to amend the Closing Date Contracts List to exclude the AmEx Corporate Service Contract and the AmEx Travel Contract. Mr. White informed me that, based on this revision, Barclays would consider both contracts as having been rejected.

22. I expressed to Mr. White my surprise at Barclays' apparent change in position, noting that no one had ever contacted me about actually moving forward with any meaningful negotiation. Mr. White informed me that Barclays had determined to "go in another direction," that Barclays no longer wanted to continue a business relationship with AmEx and that Barclays has decided to reject the two AmEx contracts for business reasons. Mr. White was not at liberty to disclose what business person or business people at Barclays had made this decision. At no time did Mr. White state or imply that the assumption and assignment of the AmEx Corporate Services Contract was in any way a mistake.

[SIGNATURE ON FOLLOWING PAGE]

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: October 27, 2008

A handwritten signature in black ink, appearing to read "Eugene J. Chikowski", is written over a horizontal line.

Eugene J. Chikowski, Esquire
FLASTER/GREENBERG P.C.
1628 John F. Kennedy Blvd.
Philadelphia, PA 19103

Exhibit A

Vender Name+	Cure Total	Notification Address 1	Notification Address 2	Notification City, State Zip	Lehman Entry
IRON MOUNTAIN	\$552,161.24				LBI
IRON MOUNTAIN	\$0.00	1000 Campus Drive		Collegeville, PA 19426	LBI
GARTNER GROUP INC	\$542,070.00	12800 Gateway Blvd		Fort Myers, FL 33913	LBI
PITNEY BOWES	\$255,000.00	27 Waterview Drive		Shelton, CT 06484	LBI
PITNEY BOWES	\$0.00	One Elmcraft Road		Shelton, CT 06484	LBI
PITNEY BOWES	\$0.00				LBI
PITNEY BOWES	\$0.00	27 Waterview Drive		Shelton, CT 06484	LBI
PITNEY BOWES	\$0.00				LBI
IBM CORPORATION	\$8,995,892.82	117 South Balt Line Rd		Coppell Texas 75019	LBI
SHERATON NEW YORK HOTEL	\$544,281.00	811 7th Ave		NY, NY 10019	LBI
SHERATON NEW YORK HOTEL	\$0.00	811 7th Ave		NY, NY 10019	LBI
SHERATON NEW YORK HOTEL	\$0.00	811 7th Ave		NY, NY 10019	LBI
SHERATON NEW YORK HOTEL	\$0.00	811 Seventh Avenue		New York, NY 10019	LBI
SHERATON NEW YORK HOTEL	\$0.00	10 Rockefeller Center		NY, NY 10020	LBI
SEIGEL & GALE	\$18,000,000.00	20022 North 31st Avenue	PO Box 53900	Phoenix, AZ 85027	LBI
AMERICAN EXPRESS TRAVEL RELATED	\$635,503.13	3 Manhattanville Road		Purchase, New York 10577	LBI
BANK OF NEW YORK	\$0.00	3 Manhattanville Road		Purchase, New York 10577	LBI
BANK OF NEW YORK	\$0.00	3 Manhattanville Road		Purchase, New York 10577	LBI
BANK OF NEW YORK	\$9,356.56	65 Livingston Ave.		Purchase, New York 10577	LBI
LOMENSTEIN SANDLER PC	\$306.70	17 Research Road		Purchase, New York 10577	LBI
KEPNER TREGOE INC	\$0.00	17 Research Road		Purchase, New York 10577	LBI
KEPNER TREGOE INC	\$0.00	17 Research Road		Purchase, New York 10577	LBI
KEPNER TREGOE INC	\$220,000.00	1738 Bass Road		Roseland, NJ 07068-1791	LBI
IKON OFFICE SOLUTIONS INC.	\$0.00	1738 Bass Road		Purchase, NJ 08542	LBI
IKON OFFICE SOLUTIONS INC.	\$0.00	1738 Bass Road		Purchase, NJ 08542	LBI
IKON OFFICE SOLUTIONS INC.	\$0.00	1738 Bass Road		Purchase, NJ 08542	LBI
IKON OFFICE SOLUTIONS INC.	\$11,270.00	1601 Broadway		Purchase, NJ 08542	LBI
AMERICAN MANAGEMENT ASSOC.	\$0.00	Three Mallon Bank Center	Room 3118	Pittsburgh, PA 15259-0001	LBI
AMERICAN MANAGEMENT ASSOC.	\$0.00			New York, New York 10036	LBI
Million Bank NA	\$205,000.00	643 W 43rd Street		New York, New York 10036	LBI
UNITED PARCEL SERVICE	\$23,195.31	22 Thomson Place		Boston, MA 02210	LBI
OMGEO LLC	\$0.00	22 Thomson Place		Boston, MA 02210	LBI
OMGEO LLC	\$0.00				LBI
DUKE CORPORATE EDUCATION INC	\$106,645.52	1000 FedEx Drive		Coraopolis, PA 15108	LBI
FEDERAL EXPRESS	\$0.00	1000 FedEx Drive		Coraopolis, PA 15108	LBI
FEDERAL EXPRESS	\$0.00	2200 Ross Ave.	Suite 2200	Dallas, TX 75201-6776	LBI
FEDERAL EXPRESS	\$0.00		32nd Floor	New York, NY 10174	LBI
LOCKE LONG BISSILL & LIDDELL LLP	\$115,709.87	405 Lexington Avenue		New York, NY 10004	LBI
ADVANTAGE HUMAN RESOURCING	\$0.00	85 Broad Street			LBI
Goldman Sachs	\$0.00				LBI
MANDARIN ORIENTAL	\$5,092.50	Gill Farm Buildings	Gill Lane Ashford	Kent TN26 2PG	LBI
Blue Sky	\$0.00	Gill Farm Buildings	Gill Lane Ashford	Kent TN26 2PG	LBI
Blue Sky	\$0.00	Gill Farm Buildings	Gill Lane Ashford	Kent TN26 2PG	LBI
Blue Sky	\$0.00	Gill Farm Buildings	Gill Lane Ashford	Kent TN26 2PG	LBI
Blue Sky	\$0.00	Gill Farm Buildings	Gill Lane Ashford	Kent TN26 2PG	LBI
Blue Sky	\$213,902.00	Gill Farm Buildings	Gill Lane Ashford	Kent TN26 2PG	LBI
CHD MERIDIAN HEALTHCARE	\$0.00	200 Broadway		Garden City, NY 11040	LBI
COFFEE DISTRIBUTING CORP	\$178,800.00	8 Greenwich Office Park		Greenwich, CT 06631	LBI
GREENWICH ASSOCIATES	\$597,860.00				LBI
ARIZONA BILTMORE	\$51,528.57	545 Washington Boulevard		Jersey City, NJ 07310	LBI
AUTOMATED SECURITIES CLEARANCE LTD.	\$0.00	545 Washington Boulevard		Jersey City, NJ 07310	LBI
AUTOMATED SECURITIES CLEARANCE LTD.	\$0.00	545 Washington Boulevard		Jersey City, NJ 07310	LBI
AUTOMATED SECURITIES CLEARANCE LTD.	\$0.00	545 Washington Boulevard		Jersey City, NJ 07310	LBI
AUTOMATED SECURITIES CLEARANCE LTD.	\$0.00	545 Washington Boulevard		Jersey City, NJ 07310	LBI
AUTOMATED SECURITIES CLEARANCE LTD.	\$0.00	545 Washington Boulevard		Jersey City, NJ 07310	LBI
BERLITZ LANGUAGE CENTER	\$0.00	400 Alexander Park		Princeton, NJ 08540	LBI
BOSTON RED SOX	\$177,021.00	100 Legends Way, Suite 200		Boston MA 02114	LBI
BOURSE DE MONTREAL INC	\$4,719.27		Suite 100	Sacramento, CA 95827	LBI
CORELOGIC	\$0.00	10360 Old Peaceville Road		Tulsa, OK 74119	LBI
CDR ASSESSMENT GROUP	\$16,655.36	1644 S. Denver Tulsa		Chicago IL 60616	LBI
CHICAGO WHITE SOX	\$98,560.00	333 West 35th Street		Meville NY 11747	LBI
CMS INNOVATIVE CONSULTANTS	\$48,878.00	Eight Fletcher Place			LBI
CMS INNOVATIVE CONSULTANTS	\$0.00				LBI
CMS INNOVATIVE CONSULTANTS	\$0.00				LBI
Corporate Graphics	\$0.00				LBI
DATACERT, INC	\$561,340.33	29 Bank Street		Fort Mumbai, India	LBI
ECLERX	\$0.00	29 Bank Street		Fort Mumbai, India	LBI

ECLERX	\$0.00	29 Bank Street		Fort Mumbai, India	LBI
ECLERX	\$0.00	29 Bank Street			LBI
ECLERX	\$0.00	29 Bank Street			LBI
ESI INTERNATIONAL INC	\$0.00				LBI
EXCEL MEDIA SYSTEM INC	\$0.00	145 W. 30th Street		NY, NY 10001	LBI
FAIRMONT HOTEL	\$0.00	950 Mason Street		San Francisco, CA 94108	LBI
FIDELITY-INFORMATION SERVICES	\$0.00	601 Riverside Avenue		San Francisco, CA 94108	LBI
FRAGOMEN DELRAY & BERNSEN	\$43,582.00	515 Madison Avenue		Jacksonville, Florida 32204	LBI
GETTY IMAGES INC.	\$730.97	601 North 34th Street		Seattle, WA 98103	LBI
GLOBAL RESEARCH DISTRIBUTION	\$366,657.78	128 West 28th Street		New York, NY 10001	LBI
GLOBAL RESEARCH DISTRIBUTION	\$0.00	128 West 28th Street		New York, NY 10001	LBI
GLOBAL RESEARCH DISTRIBUTION	\$0.00	128 West 28th Street		New York, NY 10001	LBI
GLOBAL RESEARCH DISTRIBUTION	\$0.00	128 West 28th Street		New York, NY 10001	LBI
Greenwich Technologies Inc.	\$0.00	8 Greenwich Office Park		Greenwich, CT 06831	LBI
HEINZE, KENNETH	\$19,800.00	231 Sydney Avenue		Malverne, NY 11565	LBI
LOEAL LLC	\$86,766.83	500 Route 46 East		Clifton, NJ 07011	LBI
INFUSION DEVELOPMENT CORP.	\$80,325.00	245 Fifth Avenue	Suite 2204	New York, NY 10016	LBI
INTUTION PUBLISHING INC.	\$9,180.00	245 Fifth Avenue	Suite 2204	New York, NY 10016	LBI
INTUTION PUBLISHING INC.	\$0.00	245 Fifth Avenue	Suite 2204	New York, NY 10016	LBI
INTUTION PUBLISHING INC.	\$0.00	245 Fifth Avenue	Suite 2204	New York, NY 10016	LBI
JOHANSON ASSOCIATES INC.	\$0.00	19 WEST 44TH STREET STE 511		NY, NY 10036	LBI
KRAMER LEVIN NAFTALIS AND FRANKEL	\$105,989.51	1177 Ave of the Americas		NY, NY 10036	LBI
KREBSBACH & SNYDER	\$29,314.53	One Exchange Place, Suite 1500		NY, NY 10006	LBI
LEADERSHIP SOLUTIONS CONSULTING LLC	\$0.00	66 Witherspoon St.		(212) 825-9811	LBI
LEWIS MIAMI BEACH HOTEL	\$0.00	1601 Coffin Ave	15th floor	Princeton NJ 08542	LBI
MADISON SQUARE GARDEN CENTER INC.	\$0.00	2 Pennsylvania Plaza		Miami Beach, FL	LBI
MELTON TRUST	\$10,127.08	135 Sanilli Hwy.		New York, NY 10121	LBI
MERRILL COMMUNICATIONS LLC	\$73,089.47	One Merrill Circle		Everett, MA 02149	LBI
MERRILL COMMUNICATIONS LLC	\$0.00	One Merrill Circle		St Paul, MN 55108	LBI
MERRILL COMMUNICATIONS LLC	\$0.00	One Merrill Circle		St Paul, MN 55108	LBI
METAVANT	\$0.00	4600 West Brown Deer Rd.		Milwaukee, WI 53223	LBI
MOBIUS MANAGEMENT SYSTEMS INC	\$0.00	120 Old Post Rd.		Rye, N.Y. 10580	LBI
NEAL GERBER & EISENBERG	\$0.00	NEAL GERBER & EISENBERG	Two N. LaSalle Street	Chicago, IL	LBI
NEW BOSTON SYSTEMS INC	\$360,000.00	61 Broadway	Suite 2705	New York, NY 10006	LBI
NEW YORK FOOTBALL GIANTS INC	\$0.00				LBI
NEW YORK HILTON AT ROCKEFELLER CENTER	\$0.00				LBI
NEW YORK HILTON AT ROCKEFELLER CENTER	\$0.00				LBI
NEKNET INC.	\$0.00	84 Phasant Run		Millwood, NY 10546	LBI
PEBBLE BEACH COMPANY	\$0.00	Post Office Box 1767		Pebble Beach, CA 93953	LBI
PEI SYSTEMS, INC.	\$3,500.04	1728 Peachtree Lane		Bowie, MD 20721	LBI
PEI SYSTEMS, INC.	\$0.00	1728 Peachtree Lane		Bowie, MD 20721	LBI
PPFC TRUST CO.	\$0.00	PPFC Trust Company c/o PPFC Inc.	301 Bellevue Parkway	Wilmington, DE 19809	LBI
PINK ELEPHANT	\$0.00	5575 North Service Road (very difficult to read)		Burlington, ON L7L 6M4	LBI
Professional Resource Screening, Inc.*	\$0.00	805 Executive Center Drive West	Suite 300	St. Petersburg, FL 33702	LBI
PROTEGENT INC	\$0.00	125 Industrial Road		Hingham, MA 02043	LBI
RENT-A-PC INC.	\$0.00	265 Oser Avenue		Hauspaug, NY 11788	LBI
RESTAURANT ASSOCIATES	\$214,153.00	120 West 45th Street		New York, NY 10036	LBI
RESTAURANT ASSOCIATES	\$0.00				LBI
RESTAURANT ASSOCIATES	\$0.00	120 West 45th Street		New York, NY 10036	LBI
RIGHT MANAGEMENT CONSULTANTS INC.	\$0.00	100 Prospect St		New York, NY 10036	LBI
RIGHT MANAGEMENT CONSULTANTS INC.	\$74,800.00	100 Prospect St		Stamford, CT 06901	LBI
RR DONNELLEY RECEIVABLES INC.	\$0.00	100 Prospect St		Stamford, CT 06901	LBI
RR DONNELLEY RECEIVABLES INC.	\$282,955.14	75 Park Place		New York, NY 10007	LBI
SAN FRANCISCO GIANTS	\$0.00	24 Willie Mays Plaza		New York, NY 10007	LBI
SAN FRANCISCO GIANTS	\$0.00	One Riverfront Plaza		San Francisco, CA 94107	LBI
SILKS CUMMIS ZUCKERMAN RADIN TISCHMAN	\$0.00	PO Box 5284		Newark, NJ 07102	LBI
SOFTTECH PLUS INC	\$0.00	One Maltese Drive		North Bergen, NJ 07042	LBI
SPIRAL BINDING CO INC	\$385,000.00	454 West 41 Street		Totowa, NJ 07511	LBI
TECHNICAL OPERATIONS INC.	\$0.00	2 World Financial Center		New York, NY 10036	LBI
THACHER PROFFITT & WOOD	\$4,500.00			New York, NY 10281	LBI
TIM WORLDWIDE / MONSTER.COM	\$0.00				LBI
Tradeweb Addendum	\$32,287.52	2200 Plaza Five		N/A	LBI
Tradeweb	\$0.00	2200 Plaza Five		Jersey City, NJ 07311-4993	LBI
TRADEWEB LLC	\$0.00	2200 Plaza Five		Jersey City, NJ 07311-4993	LBI
TRADEWEB LLC	\$0.00	2200 Plaza Five		Jersey City, NJ 07311-4993	LBI
TRADEWEB LLC	\$0.00	2200 Plaza Five		Jersey City, NJ 07311-4993	LBI
TRADEWEB LLC	\$0.00	2200 Plaza Five		Jersey City, NJ 07311-4993	LBI

TradeWeb Group LLC	\$0.00	2200 Plaza Five			Jersey City, NJ 07311-4993	LBI
US TECHNOLOGY RESOURCES, LLC	\$0.00	2200 Plaza Five			Jersey City, NJ 07311-4993	LBI
US TECHNOLOGY RESOURCES, LLC	\$21,912.00	95 Enterprise	Suite # 330		Aliso Viejo, CA 92656	LBI
US TECHNOLOGY RESOURCES, LLC	\$0.00	120 Vanits	Suite 500		Aliso Viejo, CA 92656	LBI
US TECHNOLOGY RESOURCES, LLC	\$0.00	120 Vanits	Suite 500		Aliso Viejo, CA 92656	LBI
US TECHNOLOGY RESOURCES, LLC	\$0.00	120 Vanits	Suite 500		Aliso Viejo, CA 92656	LBI
US TECHNOLOGY RESOURCES, LLC	\$0.00	120 Vanits	Suite 500		Aliso Viejo, CA 92656	LBI
US TECHNOLOGY RESOURCES, LLC	\$0.00	120 Vanits	Suite 500		Aliso Viejo, CA 92656	LBI
US TECHNOLOGY RESOURCES, LLC	\$0.00	120 Vanits	Suite 500		Aliso Viejo, CA 92656	LBI
UNITED STATES NAVAL ACADEMY	\$0.00	70 West red Oak Lane			White Plains, NY 10604	LBI
Vault	\$0.00					
VIDEO CORPORATION OF AMERICA	\$305,000.00	370 Seventh Avenue	Suite 550		New York, NY 10001	LBI
WALDORF ASTORIA HOTEL	\$0.00	307 Park Avenue			New York, NY 10022	LBI
WALT DISNEY PARKS AND RESORTS	\$0.00	PO Box 10000			Lake Buena Vista Fl 32830-11181	LBI
CITIBANK	\$69,216.99	One Lincoln Road			Miami Beach, FL 33139	LBI
RITZ CARLTON HOTEL-SOUTH BEACH	\$0.00	2 Journal Square Piz			Jersey City, NJ 07306	LBI
ADP FINANCIAL SERVICES	\$0.00	170 West Election Road	Suite 201		Draper, UT 84020	LBI
AchivaGlobal Inc	\$17,064.00	1550 Alberni Street			Vancouver, British Columbia C, LBH	LBI
ACL SERVICES LTD	\$0.00	18 East 46th Street			New York, NY 10017	LBI
AFFILIATED PHYSICIANS	\$0.00	PO Box 19			Par PL24 22R United Kingdom	LBI
ANNA PHILLIPS CO UK	\$0.00	2172 Bluestone Drive			St. Charles, MO 63303	LBI
APPINTELLIGENCE INC	\$0.00	2172 Bluestone Drive			St. Charles, MO 63303	LBI
AppIntelligence Inc	\$0.00	5 Results Way	Building #5		Chaparral, CA 95014	LBI
ARCSIGHT, INC	\$0.00	101 Main Street			Cambridge, MA 02142	LBI
ENDECA TECHNOLOGIES INC	\$350,000.00	865 Broadway			New York, NY 10003	LBI
EQUINOX FITNESS CLUB	\$50,000.00	11811 North Tatum Blvd.	Suite 3078		Phoenix, AZ 85028	LBI
Eurest Dining Services	\$0.00	11811 North Tatum Blvd.	Suite 3078		Phoenix, AZ 85028	LBI
Eurest Dining Services	\$0.00	11811 North Tatum Blvd.	Suite 3078		Phoenix, AZ 85028	LBI
Eurest Dining Services	\$0.00	127 Berling Lane			Winnemka, IL	LBI
Lawrence Gladson and Raw Jagannathan	\$0.00	400 Riverside Dr.	Ap. 5D		New York, NY 10025	LBI
INF-ORAMA INVESTMENT SOLUTIONS	\$5,000.00	4 Garnett Drive			White Plains, NY 10604	LBI
INTEGRON MANAGED SOLUTIONS,	\$508,624.00	1601 Avenue of the Stars	Suite 1080		Los Angeles, CA 90067	LBI
INTEGRON MANAGED SOLUTIONS,	\$0.00	1601 Avenue of the Stars	Suite 1080		Los Angeles, CA 90067	LBI
Jacobi Voice Development	\$0.00	484 W. 43RD STREET	SUITE #2P-5		NY, NY 10036	LBI
KISSINGER MCCLARTY ASSOCIATES	\$0.00	900 17th St, NW			Washington, DC, 20008	LBI
LOB Consulting Inc.	\$0.00	110 Ogston Terrace			Malvern, NY 11565	LBI
McAFEE INC	\$48,000.00	3865 Freedom Circle			Santa Clara, CA 95057	LBI
McAFEE INC	\$0.00	3865 Freedom Circle Blvd.			Santa Clara, CA 95054	LBI
McAFEE INC	\$0.00	3865 Freedom Circle Blvd.			Santa Clara, CA 95054	LBI
McAFEE INC	\$5,274.00	3865 Freedom Circle Blvd.			Santa Clara, CA 95054	LBI
Quench Inc.	\$0.00	517 Commerce Street			Franklin Lakes, NJ 07417	LBI
RITZ CARLTON	\$0.00	Central Park South			New York, NY 10019	LBI
Shelton Rider International	\$0.00	599 Eleventh Avenue			New York, NY 10036	LBI
TRANSPERFECT TRANSLATIONS	\$701.25	Three Park Avenue, 39th Floor			New York, NY 10016	LBI
CARPENTER GROUP	\$0.00	72 Spring Street			New York, NY 10012	LBI
FIREHOUSE FINANCIAL COMMUNICATIONS, LLC	\$0.00	22 Mountain Avenue			Malden, MA 02148	LBI
Dynamic Communication	\$0.00	121 Benevolent Street			Providence, RI 02906	LBI
NES	\$0.00	39 Broadway	Suite 2020		New York, NY 10006	LBI
STRATEGIC PRODUCTS AND SERVICES	\$0.00	3 Wing Drive Suite 100			Cedar Knolls, NJ 07927	LBI
STYMANTEC	\$14,525.66	2 Wall Street	6th floor		New York, NY 10005	LBI
STYMANTEC	\$0.00	2 Wall St			NY, NY 10005	LBI
Austin Teira Inc.	\$0.00					LBI
CYVEILLANCE	\$95,000.00	PO Box 361490			Los Angeles, CA 90036-9246	LBI
KNOWLEDGE SERVICES	\$0.00	17662 Miller Drive			Tustin, CA 92780	LBI
Lisa Osborn	\$0.00					LBI
Pernco Technologies Inc.	\$0.00					LBI
SMS Group LLC	\$0.00	530 Fifth Avenue	26th Floor		New York, NY 10036	LBI
SourceCorp Statement Solutions	\$0.00	4434 112th St			Des Moines, IO 50322-2085	LBI
SourceCorp Statement Solutions	\$0.00	4434 112th St			Des Moines, IO 50322-2085	LBI
SourceCorp Statement Solutions	\$0.00	4434 112th St			Des Moines, IO 50322-2085	LBI
TipplingPort Technologies, Inc.	\$0.00	7501B North Capital of Texas Highway			Austin, TX 78731	LBI
Insight	\$0.00					LBI
ATLAS VAN LINES INC	\$0.00				Evansville, Indiana	LBI
First American	\$0.00	4 First American Way			Santa Anna, CA, 92707	LBI
First American	\$0.00	4 First American Way			Santa Anna, CA, 92707	LBI
First American	\$0.00	4 First American Way			Santa Anna, CA, 92707	LBI
First American	\$0.00	4 First American Way			Santa Anna, CA, 92707	LBI
First American	\$0.00	4 First American Way			Santa Anna, CA, 92707	LBI
First American	\$0.00	4 First American Way			Santa Anna, CA, 92707	LBI
HEWLETT, SYLVIA ANN	\$0.00	cd Center for Work-Life Policy	1941 Broadway, Suite 706		New York, NY 10023	LBI

Athletic and Swim Club	\$0.00	787 Seventh Avenue		New York, NY 10019	LBI
Drive 485	\$0.00	485 Broadway		New York, NY 10012	LBI
Lydan Data Services	\$0.00				LBI
NASDAQ TECHNOLOGY SERVICES LLC	\$0.00	4850 T-REX Ave.	Suite 100	Boca Raton, FLA 33431	LBI
KAP GROUP, LLC.	\$0.00	316 Golden Hills Dr.	Portola Valley, CA, 94028	(650) 951-7359	LBI
KAP GROUP, LLC.	\$0.00	316 Golden Hills Dr.	Portola Valley, CA, 94028	(650) 951-7359	LBI
The Aurrex Group, *	\$0.00				LBI
BUSINESS OBJECTS Americas	\$0.00	3030 Orchard Parkway		San Jose, CA 95134	LBI
MCN	\$0.00	Level One West Woodman Works The Crescent London SW19		London SW 19	LBI
MCN	\$0.00	Level One West Woodman Works		London SW 19	LBI
MCN	\$0.00	Level One West Woodman Works		London, England	LBI
KSC Software, Inc.	\$0.00	Level One West Woodman Works		Cedar Grove, NJ 07009	LBI
Skillbridge LLC*	\$0.00	67 Lakewood Ave		North Easton, MA 02356	LBI
OpenCrowd	\$0.00	10 King Arthur Rd		New York, NY 10003	LBI
OpenCrowd	\$0.00	41 East 11th Street		New York, NY 10003	LBI
Acclara	\$0.00	41 East 11th Street			LBI
GRAYZ EVENTS	\$0.00	Mr. Largey	11th Floor		LBI
Prerax, Inc.	\$122,376.61	13-15 West 54th Street	11th Floor	New York, NY 10019	LBI
Alphn	\$25,000.00	1375 Sutter St, Ste. 311		CA	LBI
American Express	\$0.00	1700 Shattuck Ave		Berkeley, CA 94709	LBI
Ascap	\$0.00	World Financial Center, American Express Tower		New York, NY 10285	LBI
AV Services	\$25,000.00	2890 Cumberland Parkway, Suite 480		GA 30339-3913	LBI
AVISPL	\$25,000.00	59 Fairfield Road		NY 07004	LBI
BMI	\$0.00	6301 Benjamin		Tampa FL 33634	LBI
Carey	\$255,000.00	10 Music Square East		TN 37203	LBI
Charge & Ride, Inc.	\$100,000.00	47-01 Verno Blvd		Long Island City, NY 11101	LBI
Clickbook	\$40,000.00				LBI
CMS	\$239,865.78	Eight Fletcher Place		NY 11747	LBI
Corbis	\$0.00	710 SECOND AVENUE, SUITE 200	Melville	Seattle, WA	LBI
Corporate Transportation Group	\$250,000.00				LBI
Creative Technologies (CT)	\$4,498.00	HANGAR 22 2501 MONARCH ST.		CA 94501	LBI
Daktronics	\$0.00	PO BOX 86	MINNEAPOLIS	MN 55408-2222	LBI
Davis AV	\$0.00	2100 Clay Street	Denver	CO 80211	LBI
EMI	\$0.00	10 Music Square East	Nashville	TN 37203	LBI
EXCEL MEDIA SYSTEM INC	\$0.00	145 WEST 30TH STREET		Ny, NY 10001	LBI
Executive Transportation	\$650,000.00	140 39th Street		Brooklyn, NY 11218	LBI
Flyte Tyne Worldwide	\$20,000.00	81 Franklin Turnpike		Malwael, NJ 04730	LBI
Gaity Images	\$0.00	P.O.BOX 859604	ST. LOUIS	MO, 63185-3604	LBI
Limbro Two-way Radio Cars	\$0.00	88-181011 Avenue		Ozone Park, NY 11416	LBI
INTERSTATE ELECTRONICS COMPANY	\$0.00	600 Lohel Rd		Willowbrook, IL 60527	LBI
J&S AV	\$0.00				LBI
Lineight	\$2,000.00	2220 W. 14th Street	Tempe	AZ 085281	LBI
Mastlow Media	\$299,106.00	2233 Wisconsin Ave, NW Suite 400	Washington	DC 20007	LBI
Michael Andrews Audio Visual Services	\$3,000.00	625 West 55th St		Ny, NY 10019	LBI
Mirror Image	\$0.00	2 Highwood Drive	Tewksbury	MS, 01876	LBI
Multi Image Group	\$0.00	1080 HOLLAND DRIVE		BOCA RATON, FL 33487	LBI
Payreel	\$101,458.66	24928 Genesee Trail Road, Suite 100	Golden	CO 80401	LBI
Scott's Flowers	\$0.00	15 W 37th Street		New York NY 10018	LBI
Sony	\$0.00	10 Music Square East	Nashville	TN 37203	LBI
TRX	\$30,000.00	6 West Druid Hills Drive		Atlanta, GA 30329	LBI
United States Golf Association	\$57,500.00	77 Liberty Corner Road		Far Hills, NJ 07931-0708	LBI
UTOG 2 Way Radio Group	\$75,000.00	25-20 39th Avenue		Long Island City, NY 11101	LBI
Vbrick	\$0.00				LBI
VCA	\$0.00	370 Seventh Avenue, Suite 550	New York		LBI
Volicon	\$0.00				LBI
CME GAINS	\$3,163,460.51				LBI
ISE - Expense	\$2,616,113.64				LBI
BATS Trading LEHM	\$2,348,504.34				LBI
TFS Derivatives Total	\$2,344,393.90				LBI
CME Exchange	\$2,195,394.67				LBI
CBOI Exchange	\$2,127,780.84				LBI
ICAP	\$2,033,033.93				LBI
NYSE Arca (Lehman)	\$1,711,134.29				LBI
CBOT Transaction Fees	\$1,491,431.02				LBI
Broadridge	\$1,343,578.46				LBI
CREDITEX INC	\$835,684.00				LBI
PHILADELPHIA Transaction Fees	\$799,267.99				LBI
NYMEX Exchange	\$731,643.91				LBI
ICAP	\$716,933.89				LBI
TULLETT	\$712,809.88				LBI

CME Brokerage	\$836,158.50
TULLETT	\$621,316.66
Eze Castle Transaction Services	\$573,379.83
BGC INTERNATIONAL	\$567,043.31
DTCC Derivatives	\$552,697.00
Trading Screen Inc.	\$545,151.00
TRADITION	\$537,438.00
Summit	\$534,000.00
CBOT Brokerage	\$530,279.60
TRADEWEB	\$501,205.35
GFI	\$471,853.00
CBOT Clearing	\$454,907.67
THOptima - Credits	\$420,000.30
GFI	\$389,142.18
Thomson Financial	\$373,893.75
MNR (DROWS) used to be team for Equitec	\$365,986.30
NYSE Market Inc.	\$365,014.19
TFS - ICAP	\$363,855.96
MAXCOR	\$357,234.50
NASDAQ - Workstation	\$350,822.45
NYSE Inc.(NYSE Javelin)	\$337,142.56
EXCEPTIONS	\$328,815.00
LBMM - License Fees	\$309,845.69
PREBON	\$285,230.89
SIMEX Clearing	\$281,741.89
Blackwatch Brokerage, Inc.	\$244,835.66
KAHN SECURITIES, INC.	\$244,522.50
Englander #1 AMEXOption	\$243,426.67
NYSE Arca used to be PACIFIC Transaction Fees	\$242,837.45
MARKETAXESS	\$236,000.00
Macquor Group Inc.-36002	\$235,712.83
LBMM - Regulatory Fees	\$234,343.39
BGC INTERNATIONAL	\$230,765.00
LiquidPoint, LLC	\$220,287.30
LINEDATA SERVICES INC	\$217,410.06
NYBOT Brokerage	\$215,943.00
HILL FARRER	\$215,000.00
Portware LLC.	\$208,153.84
Casey Securities Total	\$203,481.45
Inshel	\$202,852.61
REUTERS	\$201,388.48
TSL	\$200,000.00
Fox River	\$196,080.98
ASSOCIATED OPTIONS INC	\$192,082.40
Man Securities Now MF GLOBAL SECURITIES, INC.	\$183,735.10
NYMEX Brokerage	\$179,977.00
MEB Options Total	\$176,250.58
CLS	\$171,057.00
Linkbrokers Total	\$165,586.00
EBS	\$160,313.22
Tradetot	\$148,867.92
ADVENT SOFTWARE	\$146,306.25
GFI Group Inc. - EDLB - Total	\$144,666.75
NASDAQ - ACT (Clearance) TOTAL	\$142,580.06
Order Execution Services Holdings, Inc	\$133,236.17
GARBAN	\$130,000.00
MAN FINANCIAL	\$127,710.00
ICAP - UK	\$121,086.81
D&D Securities Total	\$113,045.40
Amerex Power	\$109,995.42
BIDS TRADING L.P.	\$109,190.20
COMEX Exchange	\$106,601.58
T-zero	\$103,205.00
PHOENIX CAPITAL PART	\$103,125.00
PATRIOT	\$100,000.00
NYFIX Millennium	\$98,999.00
CANTOR	\$98,491.00
Tullett Liberty Securities Inc.	\$97,368.74
Phebon UK	\$96,072.41
GFI Brokers Struct	\$93,191.72
Level- EBX Group	\$92,058.20
GA CREDIT, LLC	\$85,000.00

Englander #1 (Wald)	\$84,059.80
FM Brokerage-Total	\$81,849.80
SUNGARD INSTITUTIONAL BROKERAGE INC	\$80,683.02
TFS PWR NG	\$60,286.36
CHICAGO & MIDWEST Transaction Fees	\$79,614.86
THOMAS WEISEL PARTNERS	\$77,858.12
Toronto Stock Exchange	\$76,340.31
Choice NGA	\$75,512.50
Options (OP)	\$75,290.59
MURPHY & DUREIU	\$72,537.50
ENLACE INT SA, DE C.V.	\$72,308.00
RAFFERTY	\$70,000.00
TRADITION	\$68,950.48
ENLACE MEXICO	\$65,458.12
Spectron UK	\$65,115.00
Omgeo-Alert & Oagys	\$65,048.91
Charles River Brokerage, LLC.	\$63,108.74
TTG INC - BRLEHL, BRLEB	\$62,941.75
CREDIT SUISSE SECURITIES(USA), LLC	\$62,431.75
BOSTON Options Exchange	\$61,235.30
United (Gas)	\$60,556.68
LBMM- routing fee	\$59,961.82
Transaction Network Services-27821	\$57,169.03
ICAP Corporates (Account 90081) Total	\$55,199.30
TFS UK	\$54,895.99
Thomson Financial Networks	\$53,545.00
FIS	\$52,237.50
Primex Energy Broker	\$50,792.50
Liberty	\$50,000.00
IVG	\$49,970.18
PAUL CAPITAL INC	\$48,598.80
GFI Brokers UK	\$47,355.00
Surgard/ Automated Securities (NB)	\$46,886.52
DTC 7312	\$46,823.62
Fidelity Investments	\$46,454.73
Louis Capital Markets Pilly	\$46,317.75
TFS DERIVATIVES CORPORATION	\$45,973.80
PGB	\$45,000.00
LCMC	\$44,535.71
TridOptma - Rates	\$43,400.00
Blackwatch Brokerage, Inc, T-Rowe Price	\$42,800.14
Louis Capital Markets	\$42,268.40
FX ALL	\$42,214.68
FX CONNECT	\$41,114.27
Spectron	\$40,559.50
Chatham	\$39,730.00
Surgard - #7312	\$39,072.32
Prebon Financial - 40/LBFIN Total is now 03 account	\$37,918.55
TFS OIL	\$37,471.59
Louis Capital Markets ISE	\$37,135.86
PVM OI	\$36,942.50
Ametex Natural Gas	\$35,183.39
Eurobrokers	\$34,989.99
Choice PWR	\$34,758.43
CHAPELAINE CORP	\$33,912.50
Tullett Liberty Securities Total Now Collins Stewart	\$33,242.00
Surgard - #0079	\$32,160.98
GFI Group Inc. - EDLBIS Total	\$32,075.00
Flextrade LLC-38002	\$31,969.27
Exane SA	\$31,864.05
VYAPAR CAPITAL MARKET PARTNERS	\$30,815.00
Surinco	\$30,625.00
MBS	\$30,375.66
TTG INC - BRLEHO	\$28,771.20
Murphy & Dureiu (Conventibles)	\$29,372.47
PVM Sing	\$28,983.49
ICAP Cleared	\$28,661.08
ICAP Corporates (Account 90021) Total	\$27,380.00
EEX Spot Fees	\$27,000.00
Macgregor Group Inc.-27821	\$26,475.00
RS (Canada Reg. Fees)	\$26,468.47
Share and Value charges (EO)	\$26,222.16

COMEX Brokerage	\$25,525.75
Tullet Tradeblaze	\$25,000.00
REUTERS TRANSACTION SVCS LTD -36002	\$24,545.20
Prebon Canada	\$23,756.21
PTA Inc. Total Philly	\$22,164.00
Transaction Network Services-43825	\$21,988.10
Hamilton Executions	\$21,330.00
Global Direct Equities	\$21,231.90
Stock Clearing Corp of Philly	\$20,594.57
PMG	\$20,052.31
SCS Energy	\$20,025.00
CURRENEX	\$19,443.89
Royalblue Financial Now Fidessa Corporation	\$18,714.44
United (Oil)	\$18,302.50
BGC Financial	\$17,997.52
RAFFERTY-(REFCO)	\$17,500.00
Prebon Financial - 90LBFIN Total is now 02 account	\$16,502.00
PTA Inc. Total	\$15,586.40
FINAT	\$15,100.00
Spectron UK Oil	\$14,900.38
TFS Sing	\$14,800.00
AVMIII	\$14,750.00
NMS Linkage Fee	\$14,146.46
Radix Sing	\$13,425.00
GFI Sing	\$13,290.00
REUTERS TRANSACTION SVCS LTD -27821	\$12,089.43
Man Fin London	\$12,046.01
Fatma & Asso. (Fatma)	\$11,928.35
GFI GROUP INC - BLEH	\$11,507.42
Amerivest Partners-OPF Total	\$11,369.60
Chancellor Dougal & Co. NEUB	\$11,193.72
Student Options	\$10,898.56
Tullet now Collins Stewart	\$10,722.82
Devine	\$10,659.28
INDEPENDENT BROKERS LLC	\$10,053.25
ICAP Energy AS	\$9,800.00
Finat now Newedge	\$9,550.93
Louis Capital Markets Chicago	\$9,381.50
Man Capital	\$9,150.00
Transaction Network Services-36002	\$8,795.24
Libaud & Co.	\$8,735.61
SSY	\$7,895.00
Amerex Sing	\$7,549.50
LBSP	\$7,360.00
John Doyle Inc.	\$7,272.07
WEST POINT DERIVATIVES LTD	\$7,238.70
Liberty London	\$7,090.23
OCEANUS SECURITIES, LLC	\$7,017.21
Landmark	\$6,965.50
Wolverine Trading Total	\$6,626.00
NYSE Arca Options	\$6,454.90
Canter Fitzgerald - LEHB Total	\$6,375.50
INFA	\$6,120.00
G.A. Davies & Co. #1& #2	\$6,083.01
Robert Peairs Inc	\$6,004.00
X Change Financial	\$5,789.20
Three Boys Sec (D. Gallagher) #917	\$5,669.13
OceanConnect Broker	\$5,580.00
LEK SECURITIES CORP	\$5,555.26
LAVA LONDON	\$5,552.53
HOT SPOT	\$5,521.81
Murphy & Durdau (Preferred Stock)	\$5,331.08
Sterisupply	\$5,225.00
WHITTAKER SECURITIES LLC	\$5,160.25
TJM Investments, LLC	\$5,060.08
Evolution	\$4,925.76
Nova Commodities	\$4,910.88
Cutrone & Co (D) giovanna)	\$4,793.25
PREBON	\$4,303.24
Cutrone & Co	\$4,293.33
TFS UK Cleared	\$4,250.00
Pure Trading	\$4,152.08

Ecom Securities	\$4,085.45
Man Securities Now MF GLOBAL SECURITIES, INC. (S)	\$4,000.00
Tulliet Prebon Sing	\$3,890.00
Newedge	\$3,715.00
Horan Investments Corp.	\$3,405.20
Prebon Financial- 01 Swaps	\$3,316.14
ICAP Structured	\$3,000.00
FINRA - ACT (Related to Clearance)	\$2,969.52
AE Bruggemann	\$2,887.50
CE-ESPEED	\$2,842.88
Broker/Xpress	\$2,805.60
DiAG Sec. (Doug Glander)	\$2,756.63
Elite	\$2,750.00
Flextrade LLC-27821	\$2,749.44
Powermax Spot Fees	\$2,715.00
Final now Newedge Total	\$2,684.59
M&J Securities (Bowen)	\$2,541.33
CARL KLIEM	\$2,510.17
Winston Associates	\$2,400.00
Fortis Clearing America's LLC #333	\$2,374.17
Other / UTP	\$2,281.83
Spectron Cleared	\$2,275.00
GA Options	\$2,250.00
Ginga Sing	\$2,227.00
Kabrick Trading LLC (Bill Long) #908	\$2,153.20
Englander (Risk Arb)	\$2,137.50
Dorado	\$2,112.50
Patrick Alfano #1962	\$2,082.20
Amerinvest Partners - AMEX-1LB-STK	\$2,011.98
ICAP Hyde	\$1,875.00
Evolution Cleared	\$1,875.00
Link Crude	\$1,875.00
Parity	\$1,864.57
Lava Trading Inc.	\$1,833.33
AXIOM GLOBAL PARTNER	\$1,750.00
Newedge Sing brok	\$1,680.00
Kellogg Capital Group LLC	\$1,666.08
DRU Stock (Timothy)	\$1,608.31
Fix Flyer LLC	\$1,600.00
GFI Group Inc. - EDLSW - Swaps	\$1,600.00
LBMM-traders	\$1,587.82
Lakeshore Total	\$1,512.00
Direct Edge	\$1,499.84
AGS Spec.	\$1,468.86
Automated Securities	\$1,425.55
Global Coal	\$1,425.00
Cohen Specialists	\$1,333.33
Banc of America Securities	\$1,333.33
FLEXTRADE	\$1,235.39
JEFFERIES EXECUTION SERVICES INC	\$1,218.40
NYSE Arca - Bulletin Board Trades	\$1,168.26
HTR Inc. (Hybrid Trading & Resources)	\$1,113.00
TFS (Germany)	\$1,087.50
Amerex Floor	\$1,000.00
Prebon Cleared	\$1,000.00
Weiskopf Silver & Co.	\$990.33
Farina & Assoc. (Crotty)	\$947.25
GFI cleared Broker	\$899.50
SCS Floor	\$875.00
360 TREASURY SYSTEMS AG	\$874.92
Eagle Brokers Cash	\$874.00
BOSS Sec. now Bloom Sec.	\$780.13
Equileac Total	\$767.50
Heights Partners Inc.	\$675.00
FREEDOM INTL BROKERAGE	\$666.67
Axis	\$650.00
NEOVEST, INC	\$640.00
ISE- Transaction Fees	\$600.00
Evolution UK	\$525.00
Liquidity Partners	\$484.50
J. Streicher & Co. L.L.C.	\$475.00
Synnex	

TOKYO FOREX & UEDA HARLOW LTD.	\$464.61		New York, NY 10006
TFS PWR Floor	\$432.90		Meriden, CT 06450
TFS Oil Floor	\$400.00		New York, NY 10004
TFS (TX)	\$312.13		Long Island City, NY 11101
BlackBarrrel	\$305.00		Parishipp, NJ 07054
ICAP (TX)	\$305.00		Philadelphia, PA 19116
AGS / STR / O/T/A	\$237.65		Needham, MA 02494
Chancellor Dougall & Co.(AM)	\$225.17		Oakville, Ontario L6H 6G4
ICE Broker	\$225.00		Canada
Cliffon Ins Services	\$218.64		Irvine, CA 92614
ICAP Floor	\$200.00		Thorofare, NJ 08066
REMIATE ELECTRONICO	\$194.54		El Segundo, CA 90245-0919
FINRA - OTCBB	\$156.06		
Brendan Cyran	\$138.92		
RTFX	\$137.66		
Financial Models	\$114.25		
Calyon Floor	\$87.00		
AIM Sec.	\$80.50		
ILS BROKERS LTD.	\$25.11		
BAXTER FX	\$17.00		
Advanced Sec	\$13.50		
MASDAQ - ACES	\$6.80		
Aegis Specialists	\$1.25		
Michael Stapleton Associates	\$21,362.50	47 West Street - 11 th Floor	
Canberra Industries, Inc.	\$0.00	800 Research Parkway	
T&M Protection Resources	\$0.00	42 Broadway - Suite 1630	
PEI Systems, Inc.	\$3,500.04	P.O. Box 1945	
SOS Security Incorporated	\$35,096.82	P.O. Box 6373	
International SOS, Inc.	\$0.00	P.O. Box 11568	
Eye on Entry	\$0.00	74 Crescent Road	
Commetix Inc.	\$0.00	2872 Bishop Circle - Suite 100	
Xcaper Industries, LLC	\$0.00		
Aramco	\$41,252.86	1929 Main Street - Suite 102	
Secura Access & Digital Systems	\$0.00	Post Office Box 29	
Telecom Communications, Inc.	\$0.00	38 West Park Avenue	
Honeywell	\$0.00		
NCA The National Center	\$0.00		
AK Productions	\$0.00	100 N. Sepulveda Blvd.	
Lenticular	\$0.00		
Phillips Medical Systems	\$0.00		
Radiation Detection Company	\$0.00		
Total Fire Protection	\$2,745.80		
US Safety & Security	\$0.00		
ONSSI	\$0.00		
OES Limited	\$0.00		

Exhibit B



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September 22, 2008

VIA E-MAIL AND OVERNIGHT DELIVERY

Harvey R. Miller, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153

Re: In re Lehman Brothers Holdings, Inc. ("Debtor"), Case No. 08-13555 (JMP)
American Express' Consent to Assumption and Assignment
of Contract and Proposed Cure Amount

Dear Mr. Miller:

By this letter, American Express ("AmEx") hereby consents, and is deemed to have consented, to the Debtor's assumption and assignment of the contract between AmEx and Lehman Brothers set forth on the Non-IT list of Closing Date Contracts with a cure amount of \$18,000,000.00 ("Lehman Contract") to Barclays, provided that AmEx is paid the entire proposed cure amount of \$18,000,000.00 ("Cure Amount") as soon as is reasonably practicable upon receipt of this letter.

AmEx's consent is based upon a review of certain documents posted on the internet site of Epiq Systems (<http://chapter11.epiqsystems.com/Lehman>) on behalf of the Debtor and the representations contained therein. Those documents include: (i) the Debtor's motion to approve the sale of assets to Barclays and the assumption and assignment of related contracts ("Sale Motion"); (ii) the Non-IT list of contracts to be assumed and assigned at closing; and (iii) the Bankruptcy Court order approving the relief sought in the Sale Motion ("Sale Order").

Based upon a review of the foregoing documents, AmEx understands that: (i) the Debtor sought and was granted authority by the Bankruptcy Court to assume and assign the Lehman Contract to Barclays, provided AmEx does not object to the assumption and assignment and/or the Cure Amount within a specified period; (ii) the Debtor's proposed cure amount for the Lehman Contract is \$18,000,000.00; and (iii) paragraph 12 of the Sale Order directs the Debtor

Harvey R. Miller, Esquire
Page 2

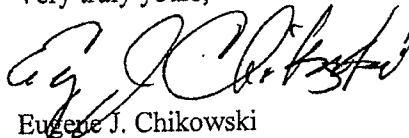
to pay the entire Cure Amount to AmEx as soon as is reasonably practicable upon receipt of written consent from AmEx to the Cure Amount.

This letter constitutes AmEx's written consent to the Cure Amount pursuant to paragraph 12 of the Sale Order, provided AmEx is paid the entire proposed cure amount of \$18,000,000.00 as soon as is reasonably practicable upon receipt of this letter. While the phrase "as soon as reasonably practicable" may be open to differing interpretations, AmEx believes payment of the cure amount will be timely if received by AmEx within three days of the date of this letter.

AmEx prefers payment of the Cure Amount via wire transfer. Since this letter may become part of a public record in the Debtor's bankruptcy case, the wire transfer instructions are not included herein. For the wire transfer instructions, please contact Lydia C. Schulz by electronic mail at lydia.c.schulz@aexp.com or by telephone at (908) 522-0574. Ms. Schulz also is the appropriate person to handle any questions, or take any appropriate direction, from the Debtor and/or Barclays regarding the AmEx programs.

Please contact me immediately if the substance of this letter does not comport in any way with your understanding of the assumption, assignment and cure of the Lehman Contract

Very truly yours,



Eugene J. Chikowski

cc: Richard P. Krasnow, Esq. (Weil Gotshal)
Lori R. Fife, Esq. (Weil Gotshal)
Shai Y. Waisman, Esq. (Weil Gotshal)
Jacqueline Marcus, Esq. (Weil Gotshal)
Leslie Bernauer (Lehman Brothers)
Lydia C. Schulz (American Express)
Anjli G. Pero, Esq. (American Express)
Victor I. Lewkow, Esq. (Cleary Gottlieb)
David Leinwand, Esq. (Cleary Gottlieb)
Dwane McLaughlin, Esq. (Cleary Gottlieb)
Mitchell S. Eitel, Esq. (Sullivan & Cromwell)
Jay Clayton, Esq. (Sullivan & Cromwell)
(via e-mail only)

UPS CampusShip: Shipment Label

Page 1 of 1

UPS CampusShip: View/Print Label

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2. **Fold the printed label at the dotted line.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - o Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
 - o Hand the package to any UPS driver in your area.
 - o Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS® Return ServicesSM (including via Ground) are accepted at Drop Boxes.
 - o To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Customers with a Daily Pickup

- o Your driver will pickup your shipment(s) as usual.

FOLD HERE


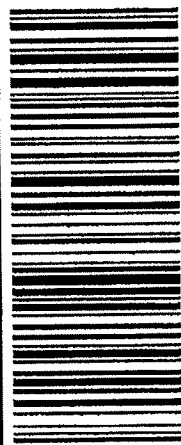

LTR		1 OF 1	
SHIP TO: HARVEY R. MILLER 2152799382 WEIL, GOTSHAL & MANGES LLP 767 FIFTH AVENUE NEW YORK NY 10153-0023		NY 100 9-45 	
GENE CHIKOWSKI 2152799393 PLASTER GREENBERG 1628 JFK BLVD PHILADELPHIA PA 19103		UPS EARLY A.M. TRACKING #: 1Z 8R3 939 15 9840 0280 	
BILLING: P/P		 TM	
Client Matter Number: A0451		CS 10.6.07. W03E270 62.0A 08/2008	

Exhibit C

From: Shai.Waisman@weil.com [mailto:Shai.Waisman@weil.com]
Sent: Tuesday, September 23, 2008 10:46 PM
To: Vagnozzi, Jennifer
Cc: anjli.g.pero@aexp.com; claytonwj@sullcrom.com; dlienwand@cgsh.com; dmclaughlin@cgsh.com; eitem@sullcrom.com; Chikowski, Eugene; Kupniewski, Greg; lbernaue@lehman.com; lydia.c.schulz@aexp.com; vlewkow@cgsh.com; harvey.miller@weil.com; jacqueline.marcus@weil.com; lori.fife@weil.com; richard.krasnow@weil.com
Subject: Re: Lehman Brothers Holdings, Inc.; Case No. 08-13555 (JMP)

Hi Gene -- I returned your call from today. Please have a look at the cure procedures listed on www.lehman-docket.com. There is an extension of time to resolve cure issues. Cure for any contract assumed is the purchaser's responsibility. Any questions, as set forth in the letter, should go to their representatives at the numbers and addresses listed on the notice. As always, please call with any questions. Thanks.

Shai Waisman
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
p. 212.310.8274
f. 212.310.8007
e. Shai.Waisman@Weil.Com

"Vagnozzi, Jennifer"
<Jennifer.Vagnozzi@flastergreenberg.com>

09/22/2008 04:59 PM

To <harvey.miller@weil.com>
cc <richard.krasnow@weil.com>, <lori.fife@weil.com>, <shai.waisman@weil.com>, <jacqueline.marcus@weil.com>, <lbernaue@lehman.com>, <lydia.c.schulz@aexp.com>, "Anjli G Pero" <anjli.g.pero@aexp.com>, <vlewkow@cgsh.com>, <dlienwand@cgsh.com>, <dmclaughlin@cgsh.com>, <eitem@sullcrom.com>, <claytonwj@sullcrom.com>, "Chikowski, Eugene" <Eugene.Chikowski@flastergreenberg.com>, "Kupniewski, Greg" <Greg.Kupniewski@flastergreenberg.com>

Subject Lehman Brothers Holdings, Inc.; Case No. 08-13555 (JMP)

Good Afternoon Mr. Miller,

10/14/2008

Attached please find correspondence from Eugene Chikowski in reference to the above.

Best Regards,
Jennifer

Jennifer Vagnozzi

Administrative Assistant to

Eugene J. Chikowski ❖ William J. Burnett

Joshua M. Gaffney ❖ Greg Kupniewski

Flaster/Greenberg P.C.

Eight Penn Center, 15th Floor

Philadelphia, PA 19103

Phone: 215-279-9386

Fax: 215-279-9394

www.flastergreenberg.com

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<<MILLER LTR.PDF>>

10/14/2008

Exhibit D



Eight Penn Center
1628 John F. Kennedy Boulevard
Philadelphia, PA 19103
(215) 279-9393
Fax: (215) 279-9394
www.flastergreenberg.com

EUGENE J. CHIKOWSKI, ESQUIRE
Member of the PA Bar
Direct Dial: (215) 279-9382
E-Mail: eugene.chikowski@flastergreenberg.com

September 26, 2008

VIA FACSIMILE AND OVERNIGHT DELIVERY

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
attn: Barclays Cure Amount

Re: In re Lehman Brothers Holdings, Inc. ("Debtor"), Case No. 08-13555 (JMP)
American Express' Consent to Assumption and Assignment
of Contract and Proposed Cure Amount

Dear Counsel:

Earlier this week, my firm provided your firm, as counsel for Barclays, with a courtesy copy of the written consent to assumption, assignment and cure amount regarding the contract between American Express ("AmEx") and Lehman Brothers (as amended from time to time, the "Lehman Contract") that we sent to Mr. Harvey Miller, counsel for Lehman Brothers. AmEx's consent was based upon a review of the Debtor's motion to approve the sale of assets to Barclays and the assumption and assignment of related contracts ("Sale Motion") and the Bankruptcy Court order approving the relief requested in the Sale Motion ("Sale Order").

The Debtor has informed AmEx that procedures for providing written consent to the proposed cure are posted on the internet site of Epiq Systems. This letter serves as written consent pursuant to those procedures to the proposed cure described below. Although the procedures reference a "Consent Form" as being attached, no such form actually is attached. In the interest of time and in lieu of the suggested form being available, AmEx is providing this letter as its written consent.

AmEx understands from its review of the Sale Motion and Sale Order that: (i) the Debtor sought and was granted authority by the Bankruptcy Court to assume and assign the Lehman Contract to Barclays, provided AmEx does not object to the assumption and assignment and/or the cure amount within a specified period; (ii) the Debtor's proposed cure amount for the Lehman Contract is \$18,000,000.00 ("Cure Amount"); and (iii) paragraph 12 of the Sale Order

Harvey R. Miller, Esquire
Page 2

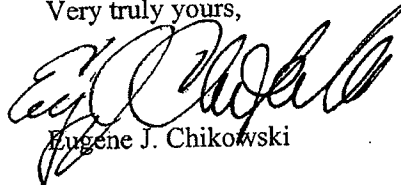
directs Barclays to pay the entire Cure Amount to AmEx as soon as is reasonably practicable upon receipt of written consent from AmEx to the Cure Amount.

This letter constitutes AmEx's written consent to the Cure Amount pursuant to paragraph 12 of the Sale Order, provided AmEx is paid the entire proposed cure amount of \$18,000,000.00 as soon as is reasonably practicable upon receipt of this letter. While the phrase "as soon as reasonably practicable" may be open to differing interpretations, AmEx believes payment of the cure amount will be timely if received by AmEx within three days of the date of this letter.

AmEx prefers payment of the Cure Amount via wire transfer. Since this letter may become part of a public record in the Debtor's bankruptcy case, the wire transfer instructions are not included herein. For the wire transfer instructions, please contact Lydia C. Schulz by electronic mail at lydia.c.schulz@aexp.com or by telephone at (908) 522-0574. Ms. Schulz also is the appropriate person to handle any questions, or take any appropriate direction, from the Debtor and/or Barclays regarding the AmEx programs.

Please contact me immediately if the substance of this letter does not comport in any way with your understanding of the assumption, assignment and cure of the Lehman Contract.

Very truly yours,



Eugene J. Chikowski

cc: Lydia C. Schulz (American Express)
Anjli G. Pero, Esq. (American Express)
Lisa M. Schweitzer, Esq. (Cleary Gottlieb)
Lindsee Granfield, Esq. (Cleary Gottlieb)
(each via e-mail only)

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Page 1 of 1

UPS CampusShip: View/Print Label

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2. **Fold the printed label at the dotted line.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - o Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
 - o Hand the package to any UPS driver in your area.
 - o Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are accepted at Drop Boxes.
 - o To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.**Customers with a Daily Pickup**
 - o Your driver will pickup your shipment(s) as usual.

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SHIP TO: BARCLAYS CURE AMOUNT 2152799382 CLEARY GOTTLIEB STEEN & HAMILTON ONE LIBERTY PLAZA NEW YORK NY 10006-1404	
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UPS NEXT DAY AIR	TRACKING #: 1Z 8R3 939 01 9588 0329
BILLING: P/P	
Client Matter Number: A0451 Lehman	
CS 10.6.07. W09E70 82.0A 08/2008	
TM	

09/26/2008 13:24 FAX 12152799394

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*** TX REPORT ***

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FAX TRANSMISSION

			DATE: September 26, 2008	
ATTENTION:		FIRM:	FAX NO:	
1.	BARCLAYS CURE AMOUNT	Cleary Gottlieb Steen & Hamilton LLP	212-225-3999	
2.				
3.				
FROM:	Eugene J. Chikowski, Esquire	DIRECT DIAL:	215-279-9382	NO. OF PAGES: (INCLUDING COVER)
				3
RE:	Lehman Brothers Holdings, Inc. Case No. 08-13555			
COVER MESSAGE:				



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Philadelphia, Pennsylvania 19103
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Fax: 215-279-9394
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FAX TRANSMISSION

			DATE: September 26, 2008		
ATTENTION:		FIRM:		FAX NO:	
1.	BARCLAYS CURE AMOUNT	Cleary Gottlieb Steen & Hamilton LLP		212-225-3999	
2.					
3.					
FROM: Eugene J. Chikowski, Esquire		DIRECT DIAL: 215-279-9382		NO. OF PAGES: (INCLUDING COVER) 3	
RE:		Lehman Brothers Holdings, Inc. Case No. 08-13555			
COVER MESSAGE:					

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Exhibit E

**CONSENT TO CURE AMOUNT
IN CONNECTION WITH ASSUMPTION AND ASSIGNMENT OF CONTRACTS**

To: Lehman Brothers Holdings Inc.
LB 745 LLC
Lehman Brothers Inc.
Barclays Capital Inc.

Commencing on September 15, 2008 and periodically thereafter, Lehman Brothers Holdings Inc. ("LBHI") and certain of its direct and indirect subsidiaries, including LB 745 LLC ("745"), commenced voluntary cases under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") (Jointly Administered, Case No. 08-13555). In addition, on September 19, 2008, a proceeding was commenced under the Securities Investor Protection Act of 1970 (Case No. 08-01420) with respect to Lehman Brothers Inc. ("LBI", and together with LBHI and 745, the "Debtors").

On September 20, 2008, the Bankruptcy Court entered the Order Under 11 U.S.C. §§ 105(a), 363, and 365 and Federal Rules of Bankruptcy Procedure 2002, 6004 and 6006 Authorizing and Approving (A) The Sale of Purchased Assets Free and Clear of Liens and Other Interests and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases (the "Sale Order") and the Order Approving, And Incorporating By Reference For The Purposes Of This Proceeding, An Order Authorizing The Sale Of Purchased Assets And Other Relief In The Lehman Brothers, Holdings Inc. Chapter 11 Proceedings (together with the Sale Order, the "Sale Orders"). (Capitalized terms not defined herein have the meanings ascribed to them in the Sale Order). The Sale Orders provide for the transfer of the Purchased Assets and the assumption and assignment of certain contracts (the Closing Date Contracts) by the Debtors to the Purchaser as of the Closing Date of the sale transaction.

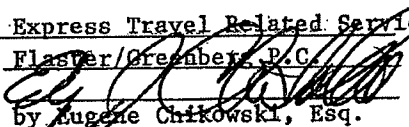
American Express Travel
Related Services Company, Inc. ("Counterparty") is a counterparty to certain Closing Date Contracts identified on Exhibit A that have been assumed and assigned to the Purchaser on the Closing Date. Exhibit A lists the cure amounts agreed upon by the relevant Debtors and Counterparty in connection with the assumption and assignment of the identified contracts (the "Cure Amounts").

By signing below, Counterparty agrees that upon payment of the Cure Amounts, Purchaser and the Debtors will have satisfied all conditions to the assumption and assignment of the Closing Date Contracts identified on Exhibit A, including the cure of all outstanding defaults of the Debtors under each of the contracts, and that Counterparty will have no further claims on account of such contracts against the Debtors or their estates. The signatory below represents that (s)he has authority to sign on behalf of Counterparty. Payment of such Cure Amounts may be made by the Purchaser or the Debtors by check to the mailing address identified by Counterparty in Exhibit B.

Dated: September 26, 2008

American Express Travel Related Services Company, Inc.

By: Flaster/Greenberg, P.C.


by Eugene Chikowski, Esq.

Counsel to American Express Travel Related
Services Company, Inc.

EXHIBIT A – SCHEDULE OF CLOSING DATE CONTRACTS AND CURE AMOUNTS

CONTRACT	CURE AMOUNT
Global Corporate Services Commercial Account Agreement	\$18,000,000.00

EXHIBIT B – COUNTERPARTY REMITTANCE ADDRESS/CONTACT NAME FOR THE
CHECK TO BE MAILED

Please contact Ms. Lydia C. Schulz via telephone at (908) 522-0574
or via electronic mail at lydia.schulz@aexp.com for instructions
regarding payment

09/26/2008 17:21 FAX 12152799394

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www.flastergreenberg.com

FAX TRANSMISSION

		DATE: September 26, 2008	
TO:		FIRM:	FAX NO:
1.	Barclays Cure Amount	Cleary Gottlieb Steen & Hamilton LLP	(212) 225-3996
2.			
3.			
FROM: Greg Kupniewski, Esq.		DIRECT DIAL: (215) 279-9907	NO. OF PAGES: (INCLUDING COVER) 4
RE: BARCLAY'S CURE AMOUNT			
COVER MESSAGE:			

Exhibit F

From: Lindsee GRANFIELD [mailto:lgranfield@cgsh.com]
Sent: Monday, September 29, 2008 7:04 PM
To: Chikowski, Eugene
Cc: Shai.Waisman@weil.com
Subject: Re: FW: Lehman Brothers Holdings, Inc.

I would really like us not to get ahead of ourselves. I am trying to get decisions out of Barclays and/or discussion going between the business people. I was just noting below, that it did not work, after I immediately told you that the listing was a mistake last week (not for the first time below), for you to ignore that and send in many consents. That was the only point of below. Also, as you noted to me, if something cannot be worked out, then another firm will be dealing with this for Barclays (not Cleary Gottlieb). Shai, if you want to know background, call me (I have call into you on another topic).

Lindsee P. Granfield
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza, New York NY 10006
t: +1 212 225 2738 | f: +1 212 225 3999
www.clearygottlieb.com | lgranfield@cgsh.com

"Chikowski, Eugene"
<Eugene.Chikowski@flastergreenberg.com>

To: Shai.Waisman@weil.com

cc: lgranfield@cgsh.com

29 September 2008 06:55 PM

Subject: FW: Lehman Brothers Holdings, Inc.

Shai,

While I appreciate your email last week noting all the procedures Lehman and the Court had set forth to receive payment of the cure amount, and despite complying with these procedures, Barclays is refusing pay the cure amount on the American Express contract.

Barclay's counsel advises in the email below that the \$18 M was a "mistake". For the record, American Express' actual cure number is slightly less then \$18M. The difference is very small.

American Express does not know what Barclay's means by a "mistake". Is it Lehman's position that the \$18M cure number is wrong? It is American Express' understanding that Lehman listed the cure numbers. Please advise me whether Lehman will pay the difference between Barclay's 'right number' and the real cure number.

10/14/2008

Thank you,

Gene

Eugene J. Chikowski, Esquire
Flaster/Greenberg P.C.
1628 JFK Boulevard - 15th Floor
Philadelphia, PA 19103
eugene.chikowski@flastergreenberg.com
(215) 279-9382
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From: Lindsee GRANFIELD [mailto:lgranfield@cgsh.com]
Sent: Monday, September 29, 2008 3:13 PM
To: Vagnozzi, Jennifer
Cc: Chikowski, Eugene; Kupniewski, Greg; Ischweitzer@cgsh.com
Subject: Re: Lehman Brothers Holdings, Inc.

Gene:

I am sorry to bother you, but I am concerned that you and Amex did not understand what I told you the business day after you sent your original letter to Harvey Miller re Amex's contract. As I told you then, listing the Amex contract with the cure amount of \$18million was a mistake. Therefore, Barclays cannot accept a cure form notice from Amex that tries to accept the amount that I told you prior to such attempted acceptance was a mistake. The business folks have got to talk and try to reach an agreed upon resolution. My understanding is that there has already been some contact. This not meant to raise hackles at Amex, but the clients need to seek to resolve the issue.

Lindsee Granfield

Lindsee P. Granfield
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza, New York NY 10006
t: +1 212 225 2738 | f: +1 212 225 3999
www.clearygottlieb.com | lgranfield@cgsh.com

"Vagnozzi, Jennifer"
<Jennifer.Vagnozzi@flastergreenberg.com>

26 September 2008 01:23 PM

To Ischweitzer@cgsh.com, lgranfield@cgsh.com
cc "Chikowski, Eugene" <Eugene.Chikowski@flastergreenberg.com>, "Kupniewski, Greg" <Greg.Kupniewski@flastergreenberg.com>
Subject Lehman Brothers Holdings, Inc.

10/14/2008

Good Afternoon Ms. Schweitzer & Ms. Granfield,

Attached please find correspondence from Gene Chikowski in reference to the above.

Thank you,
Jennifer

<<LEHMAN LTR.PDF>>

Jennifer Vagnozzi

Administrative Assistant to

Eugene J. Chikowski ❖ William J. Burnett

Joshua M. Gaffney ❖ Greg Kupniewski

Flaster/Greenberg P.C.

Eight Penn Center, 15th Floor

Philadelphia, PA 19103

Phone: 215-279-9386

Fax: 215-279-9394

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